



The City of Danbury, CT

Sealed Bid Request

BID TITLE: Bid #01-12-13-07 "Paving in Place"

DATE BID OPENING: Tuesday, March 19, 2013

TIME: 10:00 AM

LOCATION: Purchasing Department, City Hall, 155 Deer Hill Avenue, Danbury, CT 06810

Bid Bond or Certified Check required with bid: \$1,000.00

Performance Bond required if awarded bid: \$100,000.00

The City of Danbury reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as deemed to best serve the public interest.

Omit State and Federal Taxes

All prices must be FOB Destination (Danbury, CT) unless otherwise specified

Dated in Danbury: February 19, 2013

Purchasing Agent

Charles J. Volpe, Jr., CPPB

Pursuant to and in accordance with the Invitation to Bid and Instructions to Bidders, the undersigned agrees to furnish the items listed at the prices stated below:

Complete accompanying proposal pages 3 – 5

Attached State of Connecticut Prevailing Wage Rate Schedule is applicable to this bid

Company: _____

Phone: _____

Address: _____

Fax: _____

E-mail: _____

Submitted By (signature): _____

Payment Terms: _____

Signed By (print/type): _____

Title: _____

Dated: _____

City of Danbury, CT

Bid #01-12-13-07 "Paving in Place"

WORK TO BE DONE

The work to be done shall consist of the installation of bituminous concrete materials in accordance with Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Section 4.06 Bituminous Concrete (latest revision) and M.04 Bituminous Concrete Materials (latest revision). The Contractor shall furnish all labor, tools, supplies, and other facilities and means necessary or proper to lay in place the materials described, and to include all handwork and curbing as necessary for the completion of pavement in place and shimming in place (without overlay).

All work will be scheduled as directed by the Superintendent of Highways or his representative. Work shall proceed during the Highway Department's regular working hours: 7:00 A.M. to 3:30 P.M. Monday through Friday.

Contract Period Date of Award through March 31, 2014.

Basis of Payment Payment will only be made for bituminous concrete materials acceptably incorporated within the areas and thickness prescribed by the engineer according to the specifications and represented by weight tickets from an approved scale or automatic recording equipment signed by the engineer's field representative stating the material was incorporated within the areas and thickness prescribed by the engineer. Payment will not be made to the Contractor without the aforesaid endorsed tickets from the field engineer.
PAYMENT WILL BE MADE UPON COMPLETION OF EACH PROJECT.

City of Danbury, CT

Bid #01-12-13-07 "Paving in Place"

Proposal

SECTION A

Pursuant to and in accordance with the Invitation to Bid, General Information for Bidders and Specifications relating thereto, the undersigned hereby offers to furnish all labor, equipment, tools, supplies and other facilities and means necessary or proper to lay and place bituminous concrete as described in the Specifications at the prices listed below:

Base Bid - Labor and all required material including transportation of materials. Prices must be broken down as indicated:

Base Bid

Class 1-2	_____ /ton	_____ /ton*
Class 8	_____ /ton	_____ /ton*
Class 12	_____ /ton	_____ /ton*

Machine laid curbing shall be quoted per linear foot:	<u>4"</u>	<u>6"</u>
	\$ _____ /L.F.	\$ _____ /L.F.
	\$ _____ /L.F.*	\$ _____ /L.F.*

Applied Tack shall be quoted per gallon:	\$ _____ /gallon
(application shall be 20 square yards per gallon)	\$ _____ /gallon*

Labor to include all additional handwork as needed.

*Price including POLICE traffic control

SECTION B

"Shimming"

Pursuant to and in accordance with the Invitation to Bid, General Information for Bidders and Specifications relating thereto, the undersigned hereby offers to furnish all labor, equipment, tools, supplies and other facilities and means necessary or proper for shimming in place without overlay as described in the Specifications at the prices listed below:

Base Bid - Labor and all required material including transportation of materials. Prices must be broken down as indicated:

Base Bid

Class 1-2	_____ /ton	_____ /ton*
Class 8	_____ /ton	_____ /ton*
Class 12	_____ /ton	_____ /ton*

*Price including POLICE traffic control

Company _____

City of Danbury, CT

Bid #01-12-13-07 "Paving in Place"

Proposal

SECTION C

"Additional Handwork as Specified"

Pursuant to and in accordance with the Invitation to Bid, General Information for Bidders and Specifications relating thereto, the undersigned hereby offers to furnish all labor, equipment, tools, supplies and other facilities and means necessary or proper for additional handwork as specified at the prices listed below:

Base Bid - Labor and all required material including transportation of materials. Prices must be broken down as indicated.

Base Bid

Class 1-2	_____ /ton	_____ /ton*
Class 8	_____ /ton	_____ /ton*
Class 12	_____ /ton	_____ /ton*

*Price including POLICE traffic control

When bituminous lip curbing is placed across the driveways in a continuous run and cut down to form the lip of the driveway, it will be paid for under the item - Machine Placed Curb. Upon completion of curb installations, **minor hand spread work** shall be performed at the sole discretion of the City's Rep. Quantities used for hand spreading will be determined by deducting a quantity used for curbing estimated at 52 feet of curb per ton of mix.

Work outside of machine laid areas ordered by the Superintendent, shall be paid for at the hand spread price, and shall include, but not be limited to, repair of pot holes and placement of patches, placement of materials and fillets and on cul de sac areas and on driveways, driveway aprons and roadway intersections.

SECTION D

"Installation and Replacement of Manholes & Risers"

Pursuant and in accordance with the Invitation to Bid, General Information for Bidders and Specifications relating thereto, the undersigned hereby offers to furnish all labor, equipment, tools, supplies and other facilities and means necessary or proper for additional work as specified at the prices listed below:

- 1. Labor to install (City supplied) manhole riser epoxied in place \$ _____
- 2. Labor to install (City supplied) gate box riser epoxied in place \$ _____
- 3. Labor to replace and adjust to grade (City supplied) manhole frame and cover (Contractor to supply bricks and mortar) \$ _____

A Certificate of Insurance must accompany this proposal.

Vendor shall begin work within 30 days upon notification, and shall continue without interruption until project is completed.

Experience: Number of years as a paving contractor _____

Number of employees available for this project _____

Company _____

City of Danbury, CT

Bid #01-12-13-07 "Paving in Place"

Proposal

Equipment available for this project: (please list below)

THE CITY RESERVES THE RIGHT TO COMBINE THE AWARD OF "PAVING IN PLACE" WITH:

- PAVEMENT RECLAMATION
- MILLING
- TRIM MILLING

**WHICH ARE BID SEPARATELY UNDER THE "CONSTRUCTION SERVICES/HEAVY EQUIPMENT RENTAL
- 2013-2014"**

THE CITY MAY NOT ACCEPT SUBCONTRACTORS.

The Town of New Fairfield, CT has expressed an interest in piggy-backing on the City of Danbury's award of this bid. If awarded this bid, is vendor willing to execute a contract with the Town of New Fairfield for same bid prices: Yes _____ No _____.

Company_____

EXCEPTIONS

Page #	Paragraph	Item Description & Alternate Proposal

REFERENCES

List Below at least five (5) references for similar projects, including all information requested. THIS PAGE MUST BE COMPLETED. If Bidders wish to keep their references confidential, this page may be removed from the bid package and submitted with the bid in a separate sealed envelope marked "REFERENCES – CONFIDENTIAL". The City of Danbury is not responsible for maintaining the confidentiality of the references unless this procedure is followed.

1) Client _____
Project Address _____
Approximate \$ Value _____ Date: Started _____ Completed _____
Contact: Name _____ Telephone # _____

2) Client _____
Project Address _____
Approximate \$ Value _____ Date: Started _____ Completed _____
Contact: Name _____ Telephone # _____

3) Client _____
Project Address _____
Approximate \$ Value _____ Date: Started _____ Completed _____
Contact: Name _____ Telephone # _____

4) Client _____
Project Address _____
Approximate \$ Value _____ Date: Started _____ Completed _____
Contact: Name _____ Telephone # _____

5) Client _____
Project Address _____
Approximate \$ Value _____ Date: Started _____ Completed _____
Contact: Name _____ Telephone # _____

Company

Bid Title _____

Street

Bid # _____

City, State, Zip

Telephone #

INSTRUCTIONS TO BIDDERS

Sealed bids will be received at the Office of the Purchasing Agent, 155 Deer Hill Avenue, Danbury, CT 06810 until the time and date specified on the cover sheet. Bids received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

BID DOCUMENTS: are available upon receipt of this invitation (if not attached) over the internet at the City's website: www.danbury-ct.gov. Adobe Acrobat reader is required to view this document. If you do not have this software you may download at no cost from Adobe at <http://www.adobe.com>. Businesses without internet access may obtain a copy of the bid by contacting the Purchasing Agent's Office, City Hall, 155 Deer Hill Avenue, Danbury, CT 06810, (203) 797-4571.

BID BOND: shall be in the amount of \$1,000.00 made out in favor of the City of Danbury and issued by a Surety company acceptable to the City of Danbury, and must accompany each bid. A certified check in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The City of Danbury will not be held liable for the accrual of interest on any check held by the City in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the City determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded, to execute the same, an amount representing a loss to the City by reason of such failure shall be retained and paid into the City treasury.

REPLIES: whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Danbury or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Danbury will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Danbury, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided for this bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the bid may be made by telephone to the Purchasing Agent at 203-797-4571. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder in the form of an addendum. Bidder should check the City's website for addendums/updates 48 hours prior to the bid opening.

IDENTICAL BIDS: In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

NON-COLLUSION STATEMENTS: In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS: All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information, including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Danbury shall not be responsible for any errors or omissions by the Offeror.

CONTRACT: The party to whom the contract is awarded will be required to execute the contract in the form attached,

and furnish the referenced performance bond within fifteen (15) days, excluding Sundays and legal holidays, from the date of the mailing of the notice from the City of Danbury to the bidder, that the contract is ready for signature.

TAXES: Omit all State and Federal taxes from the bid. The City of Danbury is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Danbury upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Danbury, provided any such interpretation shall be reasonable.

RESPONSIBILITY: The Contractor shall save the City of Danbury, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Danbury, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of Danbury (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Danbury of any discrepancy that is found (i.e. number listed does not fit item description). Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his/her bid exactly what he/she intends to furnish and to furnish with his/her bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the City's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Danbury or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The City of Danbury reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Danbury or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Danbury or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. The City of Danbury or its designated agent will dispose of items not picked up within 30 days.

AWARD: It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the City of Danbury will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

OPTION TO RENEW: This bid, once awarded, may be extended by mutual consent for up to two (2) additional one-year periods.

BONDS (if applicable):

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond in the amount of \$100,000.00. Said performance bond must be in favor of the City of Danbury and executed by a surety company authorized to do business in the State of Connecticut. The City of Danbury reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit.

Maintenance Bond: The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials become evident within one year after completion and acceptance of work will be fixed at no cost to the City of Danbury. The maintenance bond may be included as a portion of the Performance Bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Danbury and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Pursuant to Section 49-41(a) of the Connecticut General Statutes, as may be amended from time to time, a project for the construction, alteration or repair of any public building or public work, where the contract award amount is in excess of \$100,000.00, a labor (payment) and material bond in the full amount of the contract must be furnished to the City with a surety or sureties satisfactory to the City. Said bonds shall be filed with the Purchasing Agent on or before the award date. Any such bond shall have as principal the name of the person awarded the contract.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

See accompanying contract for insurance requirements (Section 12)

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Danbury reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Danbury planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

SAFETY:

Machine and/or Equipment Hazard Assessment and Safety Training: Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session, which will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

Occupational Safety and Health Act of 1970: Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Danbury, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

Machines and/or Equipment Lockout/Tag out: In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tag out devices as prescribed by OSHA.

Toxic Substance Control Act (PL94-469): Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Danbury under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

Hazardous Materials: Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated there under and will further comply with any special requirements and any policies and procedures of the City of Danbury relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

Material Safety Data Sheets: Shall be provided by the Seller upon delivery to the City of Danbury of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or

subcontractors of this notification.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Danbury. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

TERMINATION OF CONTRACT: Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

The City of Danbury reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the City's judgment, will best serve the public interest.

The terms and conditions of these "Instructions to Bidders" are made a part this bid.

SAMPLE FORM

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____ being first duly sworn, deposes and says that:

1. I am _____ of _____, the bidder that has submitted the attached request for bid for _____;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Danbury or any person interested in the proposed bid; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this

_____ day of _____, 20_____.

My commission expires _____

SAMPLE FORM

Bid # _____

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER:

TO: City of Danbury
 Attn: Purchasing Agent
 155 Deer Hill Avenue
 Danbury, CT 06810

CONTRACTOR: _____

In accordance with the provisions of the contract between the City of Danbury and the contractor as indicated above, the (insert name & address of Surety Co.)

 _____, SURETY COMPANY on bond of
 (insert name & address of Contractor) _____

_____, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the surety Company of any of its obligations to the City of Danbury as set forth in the Surety Company's bond.

Subscribed and sworn to before this
 _____ day of _____, 20____

 Notary Public

 Surety Company

 Authorized Representative's Signature

 Title

My commission expires _____

BID SUBMITTAL CHECKLIST

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH YOUR BID SUBMITTAL:

- BID COVER SHEET – WITH YOUR COMPANY INFORMATION COMPLETED
- PROPOSAL SHEET(S), IF SEPARATE FROM THE BID COVER SHEET
- EXCEPTIONS PAGE
- REFERENCES PAGE
- BID BOND
- CERTIFICATE OF INSURANCE – PLEASE NOTE THAT THE CITY OF DANBURY IS TO BE LISTED AS AN ADDITIONAL INSURED ON THE POLICY
- NON-COLLUSION AFFADAVIT

PLEASE NOTE REPLIES: whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Danbury or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Danbury will be disregarded.

CONTRACT

Bid #01-12-13-07 "Paving in Place"

THIS AGREEMENT, made and entered into this _____ day of _____, in the year Two Thousand and Ten by and between the City of Danbury, CT, hereinafter designated the "City", and _____ hereinafter designated the "Contractor",

WITNESSETH: That the Contractor has agreed and by these presents does agree with the said City for the considerations herein mentioned and contained at his own cost and expense to provide all materials, labor, tools, equipment, and other means of construction to complete the proposed work in the manner and under the requirements further specified in this agreement.

Section 1. WORK TO BE PERFORMED.

Furnish all labor, tools, supplies, and other facilities and means necessary or proper to lay in place the materials described, and to include all handwork and curbing as necessary for the completion of pavement in place and shimming in place (without overlay).

Section 2. TIME OF BEGINNING AND COMPLETING WORK. The Contractor shall begin operations under this contract upon a date to be specified in a written order from the General Supervisor and the Contractor shall fully complete all work hereunder within the time limits stated in the Contractor's Proposal. Should the Contractor be delayed in the execution of the contract by any valid causes beyond his control, such as Acts of God, fire, flood or other causes deemed valid by the General Supervisor, the Contractor may submit a claim for an extension of the prescribed time limit. To receive consideration, such claim or claims shall be filed in writing, with a full statement of the reasons therefor, within seven (7) days of the occurrence of the delay. The decision of the General Supervisor regarding extension of time will be final.

Section 3. CITY, CONTRACTOR, AND GENERAL SUPERVISOR DEFINED. Whenever the words defined in this section occur in this contract and in the specifications, they shall have the meaning given below:

CITY: The word "City" shall mean the City of Danbury, CT.

CONTRACTOR: The word "Contractor" shall mean the party above designated.

GENERAL SUPERVISOR: The word "General Supervisor" shall mean the _____ of the City of Danbury, CT, acting either directly or through his personally authorized agent.

Section 4. GENERAL SUPERVISOR TO DETERMINE. It is agreed by the parties to this contract that the General Supervisor for the City shall in all cases determine the amount and character of the work to be done and to be paid for under this agreement, the quality and acceptability of the materials to be used therein, and shall decide all questions that may arise relative to the intent and fulfillment of this contract. His estimate and decisions shall be final and conclusive and shall be a condition precedent to the right of the Contractor to receive any payments under this agreement.

Section 5. ABSENCE OF CONTRACTOR. Whenever the Contractor is not present at the work when it may be desired to give instructions, orders may be given by the General Supervisor, or his agent, to the superintendent or foreman who may have charge of the work at the time, and he shall receive and obey such orders forthwith.

Section 6. DISCREPANCIES, ERRORS AND OMISSIONS. The plans and specifications are intended to be explanatory of the work to be done and of each other, but should any discrepancies, errors or omissions appear they shall be **subject** to correction and interpretation by the General Supervisor thereby defining and fulfilling the intent of this contract. If any part of the work is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to complete fully such work as is specified herein, the Contractor will not be entitled to extra compensation, but the said fixtures or work, or both, shall be installed or done the same as if called for both by the drawings and by the specifications.

Section 7. ALTERATIONS. The General Supervisor may make alterations in the line, grade, plan, form, dimensions, or materials of the work or any part thereof, either before or after the commencement of construction. If such alterations increase or diminish the quantity of work to be done, adjustment for such increase or decrease shall be made at the unit prices stipulated for such work under this contract, except that if unit prices are not stipulated for such work, compensation for increased work shall be made under the item for Extra Work, and for decreased work the Contractor shall allow the City a reasonable credit as determined by the General Supervisor. If such alterations diminish the quantity of work to be done, they shall not warrant any claim for damages or for anticipated profits on the work that is dispensed with.

Section 8. OBLIGATIONS OF CONTRACTOR. The Contractor shall do all the work and furnish all the materials, equipment, tools, and appliances necessary or proper for performing and completing the work required by this contract within the allowed time. He shall complete the entire work to the satisfaction of the General Supervisor and in accordance with the plans and specifications forming a part of this contract and the directions of the General Supervisor as given during the progress of the work, at the prices agreed upon and fixed therefor.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall, at his own expense (except as provided in the General Specifications in respect to traffic officers) whenever necessary or required, maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

The Contractor shall take responsibility for the work done under this contract, for the supervision and protection of the work, and for the prevention of injuries to persons and damage to property and utilities on or about the work.

Section 9. COMPETENT AND SUFFICIENT WORKERS. Sufficient and competent workers shall be employed by the Contractor to complete the work in the specified time. If, in the opinion of the General Supervisor, the Contractor shall employ personnel who are incompetent or unfaithful in the performance of the work, they shall be removed from the job at the request of the General Supervisor.

Section 10. EXAMINATION OF WORK. The General Supervisor shall be furnished with every reasonable facility for ascertaining that the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and replacement of material and rebuilding of the work shall be considered as extra work unless the original work was done in the absence of the General Supervisor or his inspector without his written authorization. Should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing, and making good, shall be at the expense of the Contractor.

Section 11. REJECTED MATERIALS AND DEFECTIVE WORK. Materials of whatever kind furnished by the Contractor and condemned by the General Supervisor as unsuitable or not in conformity with the specifications shall forthwith be removed from the working area by the Contractor, and shall forthwith be removed elsewhere in the work. Any errors, defects or omissions in the execution of the work or in the materials used in the work even though they may have been passed or overlooked or have appeared after completion of the work and discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the General Supervisor. The Contractor shall reimburse the City for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or his employees, as determined by the General Supervisor occurring previous to the final payment.

The presence of a General Supervisor during construction will in no wise relieve the Contractor of his liability for defective work or materials. The Contractor shall repair, at his own expense, any defective work occurring within a period of one (1) year from the time of completion of the contract. The Contractor shall bear all losses resulting to him or the City on account of the work, or because the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather, elements or other causes.

Section 12. INSURANCE. The Contractor shall not commence work under the contract until he has obtained all insurance required under this article and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of such insurance shall be filed with the City and shall be subject to the approval of the City for adequacy of protection before the execution of the contract.

All policies relating to this contract shall be so written that the City shall be notified of cancellation or change at least thirty (30) days prior to the effective date of such cancellation or change.

Certificates from the insurance carrier shall be filed in triplicate with the City and shall state the limits of liability and the expiration date for each policy and type of coverage. The City of Danbury shall be named as an additional insured. Renewal certificates covering the renewal of all policies expiring during the life of the contract shall be filed with the City not less than ten (10) days before the expiration of such policies.

A. Comprehensive General Liability Insurance.

The Contractor shall take out and maintain during the life of this contract such Comprehensive General Liability Insurance (which shall include explosion and collapse and underground hazards if so requested by the City), as will protect it, the City, and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this contract whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be in the following minimum limits:

Bodily Injury Liability
and
Property Damage Liability - \$1,000,000 (combined) - each occurrence

The Contractor agrees that in the event that one or more claims are paid under policies containing an aggregate coverage limit, it shall immediately notify the City thereof and at the same time shall seek either to reinstate the limits of said policy or policies or alternatively to seek to obtain a new policy providing for full coverage in accordance with the limits established within. Said replacement coverage shall be obtained within twenty-four (24) hours and the City shall be notified thereof.

B. Comprehensive Auto Liability Insurance.

The Contractor shall take out and maintain during the life of this Contract Comprehensive Auto Liability Insurance which shall cover the operation of all motor vehicles owned by the Contractor or used by the Contractor in the prosecution of the work under the contract and the amounts of such insurance shall be in the following minimum limits:

Bodily Injury Liability
and
Property Damage Liability - \$1,000,000 (combined) - each occurrence

C. Excess Liability Insurance.

The Excess Liability Policy coverage is **in addition** to the limits expressed in A. and B. above:

Bodily Injury Liability, - \$5,000,000 (combined)
Property Damage Liability - each occurrence
and Auto

D. Workers' Compensation Insurance and Employer's Liability.

The Contractor shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all employees of the latter unless such employees are covered by the protection afforded by the Contractor.

1. Workers' Compensation and Employer's Liability - Statutory Limits.

Section 13. DAMAGE, SUITS AND CLAIMS. The Contractor covenants and agrees to and shall at all times indemnify, protect and save harmless and defend the City from and against all costs or expenses resulting from any and all losses, damages, detriment, suits, claims, demands, costs and charges, including attorneys' fees, if any, which the City may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this contract or any activities in connection with said contract, or on account of any claim for patent, trademark or copyright infringement, whether such losses and damages be suffered or sustained by the City directly or by its employees, licensees or invitees or be suffered or sustained by other persons or corporations who may seek to hold the City liable

therefor. The City may withhold such portions of any payments that may be due hereunder as may be considered necessary to cover any suits and claims until they have been settled and satisfactory evidence to that effect has been furnished to the City. This section shall also apply to "extra work" and all other operations by the Contractor in connection with this contract.

Section 14. CLAIMS AND LIENS. The Contractor shall pay punctually the workers who are employed on the work and the parties who have furnished materials, and shall give the City satisfactory evidence that all parties who have done work or furnished materials have been fully paid. If the Contractor shall fail to give such satisfactory evidence to the City, the City may withhold from the payment otherwise due the Contractor hereunder such sums of money as will in its judgment cover such claims, or the City may pay such claims and charge the same to the account of the Contractor.

Section 15. NOT TO SUBLET. The Contractor shall give his personal care and attention to the faithful prosecution of the work, shall keep the work under his personal control and shall not assign or sublet the work or any part of the work, and shall not assign any of the money payable under this agreement, or his claim thereto, except by and with the consent of the City. No such consent by the City shall operate to relieve the Contractor from any obligation or liability hereunder or modify the obligations or liabilities of the Contractor to the City.

Section 16. WORK MAY BE SUSPENDED. Construction work may be temporarily suspended at any time on account of the weather or for any other reason, if deemed necessary or advisable by the General Supervisor of the City without additional compensation to the Contractor.

Section 17. TERMINATION WITHOUT CAUSE. City may terminate this Contract at any time without cause by giving thirty (30) days written notice to Contractor. As soon as practicable after receipt of a written notice of termination without cause, Contractor shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. In the event of termination without cause pursuant to this Section, City agrees to: (i) pay Consultant a pro rata amount of the purchase price for Services rendered through the termination date based on percentage of completion of the services; and (ii) pay Contractor any reasonable and unavoidable additional costs and expenses which Contractor incurs or becomes obligated for prior to the effective termination date and/or as a result of such termination. The forgoing payment obligation is contingent upon Contractor having provided City with written documentation reasonably adequate to verify the above payments to Contractor for such termination.

Section 18. CITY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT FOR CAUSE. If (a) the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or (b) a receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or (c) the contractor shall refuse or fail, after Notice of Warning from the General Supervisor, to supply enough properly skilled workers or proper materials, or (d) the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) and shall fail to complete the work within said period; or (e) the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work or; (f) the Contractor shall assign this contract or any sums due hereunder or shall sublet all or any part of the work to be performed without the prior written consent of the City or; (g) the Contractor shall unnecessarily or unreasonably delay the work to be performed or; (h) the Contractor shall fail or refuse to regard laws, ordinances, or the instructions of the General Supervisor or otherwise be guilty of a substantial violation of any provisions of this contract; then, and in any such event, the City without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the Contractor terminate the employment of the Contractor and his right to proceed, and may take possession of the work and complete the work by contract or otherwise, as the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the City for such excess. If the right to the Contractor to proceed with the work is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary therefor.

Section 19. RETAINAGE. The City may retain out of the money payable to the Contractor under this contract, the sum of five (5%) percent on the amount thereof, and may expend the same in the manner hereinafter provided for making repairs to the work as the City may deem expedient.

If, at any time within twelve (12) months following the completion of the work any part of the work constructed under the terms of this contract shall require repair, the City may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to make such repairs to the satisfaction of the City within (7) days of the date of giving or mailing

of notice to the Contractor, then the City may cause the repairs to be made. The City shall pay the expense of any such repairs out of the sum retained for that purpose. Upon the expiration of the said 12-month period, provided that the work at that time shall be in good order, the Contractor shall be entitled to receive the whole or such part of the sum retained as may remain after the making of said repairs.

It is, however, agreed that the City may keep the whole or any portion of the sum retained, for settlement of all claims arising out of this contract against the City, its officials or agents, and for all expenses, losses or damages incurred by the City, by reason of said claims.

Section 20. EXTRA WORK: INCREASED COMPENSATION. The City may at any time, by written order, and without such notice to the sureties, require the performance of such Extra Work or change in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for Extra Work, as so ordered, shall be determined as follows:

- (a) By such applicable unit prices, if any, as are set forth in the Contract; or
- (b) If no such unit prices are set forth, then by a lump sum price mutually agreed upon by the City and the Contractor; or
- (c) If no such unit prices are set forth and if the parties cannot agree upon a unit price, then by the actual net cost to the Contractor of the materials and of the wages applicable (including premiums for Workers' Compensation Insurance) required for such Extra Work plus such rental for plant and equipment (other than small tools) required and approved for such work, plus fifteen (15%) percentum as compensation for all items or profit, and costs or expenses including, but not limited to administration overhead, superintendence, insurance (other than Workers' Compensation Insurance), materials used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools.

The Contractor shall, when requested by the General Supervisor to do so, furnish itemized statements of the cost of the work ordered and give the General Supervisor access to the accounts, bills and vouchers relating thereto.

When extra work is ordered at any time during the progress of the work which requires, in the opinion of the General Supervisor, an increase of time for the completion of the contract, a suitable extension of the time of completion shall be granted.

Section 21. MODIFICATION OF CONTRACT. This contract is intended by the parties hereto as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. No representation, understandings or agreements have been made or relied upon in the making of this contract other than those specifically set forth herein. This contract can only be modified by a writing signed by both parties hereto or by their duly authorized representatives. It is distinctly agreed that in the case of modification or amendment in or additions to this contract, so much of this contract as is not necessarily affected there by shall remain in full force and be binding upon the parties hereto; and that the making of such alterations, modifications, additions or amendments shall in no way annul, release or affect the liability of the parties hereto.

Section 22. COMPLIANCE WITH LAWS. The Contractor shall keep himself fully informed of all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for this work in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same to the General Supervisor in writing. He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, its officials and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

Section 23. FINAL ESTIMATE AND PAYMENT. After the completion of the work to be performed hereunder, the General Supervisor shall, with all reasonable dispatch, make his final measurements and written estimate of all work done hereunder and the value thereof according to the terms of this agreement, and shall transmit said written estimate to the City, who shall within sixty (60) days thereafter pay to the said Contractor the money found to be due under this contract, including subsequent additions or modifications, if there be any, after deduction from said final estimate all sums, if any,

due the City by the Contractor and all sums to be kept or retained by the City under the terms of the agreement for repairs or otherwise; and the Contractor shall by accepting said final estimate made as above described release the City and its employees, agents, etc. from any further claims or liabilities to him of whatever nature except for the remaining sum or sums of money withheld under the provisions of this agreement. The City may withhold from the Contractor so much of any approved payments due him as may be in the judgment of the City necessary (a) to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work; (b) to protect the City from loss due to defective work not remedied; or (c) to protect the City from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors. The City shall have the right as Agent for the Contractor to apply any such amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the accounts of the Contractor.

Section 24. WAIVERS. Neither inspection by the City, nor any of its agents, nor any orders, measurement or certificate by the General Supervisor, nor any order by the City for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City or its employees shall operate as a waiver of any provision of this contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this contract shall be taken and construed as cumulative, that is, in addition to all other suits, actions, or legal proceedings, the City shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.

Section 25. LOCAL PREFERENCE. The Contractor agrees to comply with the provisions of Danbury Municipal Charter Section 8-7 as well as provisions of Connecticut General Statutes Sections 7-112 and 31-52; and where applicable, Sections 31-53 and 31-54, all as amended. In particular, the Contractor agrees that in the employment of mechanics, laborers and workers in the construction, remodeling or repairing of any public work, preference shall be given to citizens of the United States who are and continuously for at least three (3) months prior to the date hereof have been residents of the City of Danbury, and if no such qualified persons are available, then preference shall be given to citizens of the United States who are and continuously for at least three (3) months prior to the date hereof or have been residents of the labor market area, as established by the Labor Commissioner, in which such work is to be done, and if no such qualified persons are available, then to citizens who have continuously resided in Fairfield County for at least three (3) months prior to the date hereof, and then to citizens, of the state who have continuously resided in the state at least three (3) months prior to the date hereof.

Section 26. THE IMMIGRATION REFORM AND CONTROL ACT OF 1986. The Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the City of Danbury harmless for the failure of the Contractor to comply with the provisions of said Act.

Section 27. WAGE RATES. In the event that the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project exceeds \$400,000.00 or where the total cost of all work performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project exceeds \$100,000.00 the following shall apply:

The wages paid on an hourly basis to any mechanic, laborer or worker employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Danbury. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day. Upon the award of any contract to which the aforementioned prevailing wage rate requirements apply, the Contractor to whom such contract is awarded shall certify, under oath, to the Labor Commissioner the pay scale to be used by such Contractor and any of his subcontractors for work to be performed under such contract.

In the event that the foregoing provisions do not apply to work to be performed hereunder, wages paid to any mechanic, laborer or worker employed upon the work herein contracted to be done shall nonetheless be at a rate equal to the wages customary or prevailing for the same work in the same trade or occupation prevailing in the City of Danbury and based upon the wage schedule and rates therein set by the U.S. Department of Labor for the Danbury area. The rates so established shall at all times be considered as the minimum rate for the classification for which it was established.

Section 28. ORDER OF WORK. The order or sequence of the work and the general conduct of the work shall be subject to the approval of the General Supervisor.

Section 29. LINES AND GRADES. The Contractor shall work to lines and grades as per plan or as determined by the General Supervisor.

Section 30. PERMITS. The Contractor shall, at his own expense, take out all necessary permits from the state, municipal, or other public authorities, shall give all notices required by law or ordinances, and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work covered by this contract.

Section 31. LIQUIDATED DAMAGES. Liquidated damages, if any, in the amount as stated in the Proposal, for each and every day of time consumed in completing the work under the contract beyond the time hereinbefore allowed for that purpose, will be assessed against the Contractor. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and in case such damages shall exceed the amount of all moneys due or to become due the Contractor, then the Contractor or his surety shall pay the balance to the City.

Section 32. PRICES. The City agrees to pay and the Contractor agrees to accept the prices specified in the Proposal herein submitted as full compensation for the executing of the work contemplated in this Contract. The Contractor shall submit its invoices monthly to the City and the City shall within thirty (30) days thereafter pay to the Contractor such sums as are represented thereby for all materials received and accepted by the City.

Section 33. BONDS FOR PROTECTION OF EMPLOYEES AND MATERIALMEN. In the event that the work to be performed hereunder involves the construction, alteration or repair of any public building or public work of the City of Danbury and the compensation to be paid to the Contractor exceeds \$100,000.00, or any such amount as specified in Section 49-41(a) of the Connecticut General Statutes, the general Contractor shall furnish to the City, on or before the award date a bond in the amount of the contract with a surety or sureties satisfactory to the City. Pursuant to Section 49-41a of the Connecticut General Statutes, within thirty (30) days after payment to the Contractor by the City of Danbury, the Contractor shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the City. The general Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the general Contractor which encompasses labor or materials furnished by such subcontractor.

Section 34. ASSIGNMENT OF ANTI-TRUST CLAIMS. The Contractor or subcontractor offers and agrees to assign to the City of Danbury all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U. S. C. Sec. 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the City of Danbury awards or accepts such contract, without further acknowledgment by the parties.

Section 35. CONTRACT DOCUMENTS. The provisions contained in a document titled "Information for Bidders, Exhibit A", as well as the Contractor's Proposal, Exhibit "B" and Exhibit "C" titled Hold Harmless Agreement each comprise a portion of this contract, and are incorporated herein and made a part hereof.

Section 36. LEGAL ADDRESS OF CONTRACTOR. Both the address given in the bid or proposal submitted by the Contractor and the Contractor's office at or near the site of the work are hereby designated as places to either of which letters and other communications to the Contractor shall be certified, mailed or delivered. The delivering at the above-named place, or depositing in a postpaid wrapper directed to the above-name place, in the post office box regularly maintained by the Post Office Department, of any notice, letter or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the General Supervisor. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

Section 37. ALL LEGAL PROVISIONS INCLUDED. It is the intention and the agreement of the parties hereto that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions are not herein inserted, or are not inserted in proper form, then on the application of either party, the Contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

Section 38. UNLAWFUL PROVISIONS DEEMED STRICKEN. All unlawful provisions shall be deemed stricken from this contract and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the contract.

Section 39. HEADINGS. The headings or titles to the sections hereof are not a part hereof and shall have no effect upon the construction or interpretation of any part hereof.

Section 40. EMPLOYEE DISCRIMINATION AND AFFIRMATIVE ACTION. The Contractor agrees and warrants that in the performance of this contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as related to the provisions of this section.

The Contractor further agrees and warrants that in the performance of this contract it will comply with the following and any subsequent executive orders concerning employee discrimination and affirmative action:

1. Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971.
2. Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973.
3. Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999
4. Executive Order No. 7C of Governor M. Jodi Rell Promulgated July 13, 2006

In addition, the Contractor further certifies that he is an affirmative action employer meeting both in policy and practice the principles of the Affirmative Action Program.

Section 41. GOVERNING LAW: SEVERABILITY, ASSIGNMENT

The contract between the Contractor and the City as set forth herein shall be governed by and enforceable in accordance with the law of the State of Connecticut. The Contractor consents to personal jurisdiction in Connecticut. The provisions of this contract are severable. The invalidity of any part of this contract shall not invalidate the remainder of any portion hereof. Neither the City nor the Contractor shall assign any aspect of the contract between the City and the Contractor except upon prior written consent of the other party.

IN WITNESS WHEREOF, the parties have hereto and to four other agreements of like tenor and date set their hands and seals the day and year first above written.

WITNESS:

CITY OF DANBURY, CONNECTICUT

By: _____

Mark D. Boughton, its Mayor

CONTRACTOR:

WITNESS:

(Title)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal; and _____ as Surety are hereby held and firmly bound unto the City of Danbury in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Danbury a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for _____.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or, in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations having caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By _____

CERTIFICATE OF ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the City of Danbury do hereby certify as follows:

I have examined the foregoing Contract and Performance Bond and the manner of execution hereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

(DATE)

HOLD HARMLESS AGREEMENT

_____ herein

“**THE CONTRACTOR**” assumes responsibility and liability for any and all injury to or death of any and all persons, including **THE CONTRACTOR’S** agents, servants and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by **THE CONTRACTOR** or **THE CONTRACTOR’S** agents, servants or employees, or **THE CONTRACTOR’S** subcontractors or suppliers, and **THE CONTRACTOR** shall indemnify and hold harmless the owner, the City of Danbury, and the (engineer/architect), _____ from and against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims or suits due to, because of or arising out of any and all such injuries, deaths and/or damage. **THE CONTRACTOR** if requested, shall assume and defend at **THE CONTRACTOR’S** own expense, any suit, action or other legal proceedings arising therefrom, and **THE CONTRACTOR** hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the owner or architect arising there from.

Dated at Danbury, Connecticut this _____ day of _____ 2013.

Signed, Sealed and Delivered
in the presence of:

CONTRACTOR: _____

By: _____

Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

As Principal, and _____ as Surety, are held and firmly bound unto _____ in the penal sum of _____ dollars, lawful money of the United States of America, to be paid to the said _____, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally firmly by these presents.

Signed and sealed with our seals, and dated at _____, this _____ day of _____ A.D., _____.

WHEREAS, the said _____ has entered into a contract with _____ bearing date _____, a copy of which is attached hereto, the terms of which are herein referred to and made a part of this instrument as if fully set forth herein.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said _____ shall well and truly keep and perform all the terms and conditions of said contract on its part to be kept and performed (including guarantee and maintenance provisions therein), and shall pay for all materials and labor consumed or used in connection with the performance of such work as well as for premiums on all insurance policies applying to said work, then this obligation shall be void; otherwise it shall remain in full force and effect.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PERFORMANCE BOND - 2

(Seal)

(Seal)

Sealed and delivered in presence of:

RESOLUTION

The undersigned, being secretary of _____
hereby certifies that _____ its _____
is authorized to execute contracts on behalf of said corporation, and has authority to
bind said corporation pursuant to the corporate minutes.

By _____

Secretary

Dated _____

(SEAL)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss. Danbury

, 2013

Personally appeared Mark D. Boughton, Mayor of the City of Danbury, signer and sealer of the foregoing instrument, he being herunto duly authorized, who acknowledged that he executed the same in the capacity and for the purpose therein stated, and that the same is his free act and deed, as Mayor, before me.

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss. Danbury

, 2013

Personally appeared _____, of _____, signer and sealer of the foregoing instrument, he being thereunto duly authorized, who acknowledged that he executed the same in the capacity and for the purpose therein stated, and that the same is his free act and deed, before me.

Commissioner of the Superior Court
Notary Public

Project: Paving In Place

**Minimum Rates and Classifications
for Heavy/Highway Construction**

**Connecticut Department of Labor
Wage and Workplace Standards Division**

ID#: H 17403

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town Danbury

FAP Number:

State Number:

Project: Paving In Place

CLASSIFICATION

Hourly Rate

Benefits

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**

1) Boilermaker

33.79

34% + 8.96

1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons

32.50

24.55

2) Carpenters, Piledrivermen

29.65

21.00

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2a) Diver Tenders	29.65	21.00
3) Divers	38.11	21.00
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	42.75	16.90
4a) Painters: Brush and Roller	30.22	16.90
4b) Painters: Spray Only	33.22	16.90
4c) Painters: Steel Only	30.47	15.40
4d) Painters: Blast and Spray	33.22	16.90

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4e) Painters: Tanks, Tower and Swing	32.22	16.90
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	35.10	22.26
6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection)	33.50	27.98 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	38.67	25.56
----LABORERS---- - Last updated 4/11/12		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	25.80	16.45
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	26.05	16.45

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10) Group 3: Pipelayers	26.30	16.45
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	26.30	16.45
12) Group 5: Toxic waste removal (non-mechanical systems)	27.80	16.45
13) Group 6: Blasters	27.55	16.45
Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	26.80	16.45
Group 8: Traffic control signalmen	16.00	16.45

----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---- Last updated 4/11/12----

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13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	31.28	16.45 + a
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13b) Brakemen, Trackmen	30.37	16.45 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----Last updated 4/11/12----

14) Concrete Workers, Form Movers, and Strippers	30.37	16.45 + a
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15) Form Erectors	30.68	16.45 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----Last updated 4/11/12----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	30.37	16.45 + a
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17) Laborers Topside, Cage Tenders, Bellman	30.26	16.45 + a
18) Miners	31.28	16.45 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----Last updated 4/11/12----		
18a) Blaster	37.41	16.45 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	37.22	16.45 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	35.35	16.45 + a
21) Mucking Machine Operator	37.97	16.45 + a

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----TRUCK DRIVERS----(*see note below)

Two axle trucks	27.88	17.22 + a
Three axle trucks; two axle ready mix	27.98	17.22 + a
Three axle ready mix	28.03	17.22 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	28.08	17.22 + a
Four axle ready-mix	28.13	17.22 + a
Heavy duty trailer (40 tons and over)	28.33	17.22 + a

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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.13	17.22 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	35.50	20.50 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.18	20.50 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.44	20.50 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	34.05	20.50 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	33.46	20.50 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	33.46	20.50 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.15	20.50 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	32.81	20.50 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	32.41	20.50 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	31.98	20.50 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	29.94	20.50 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	29.94	20.50 + a

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Group 12: Wellpoint Operator.	29.88	20.50 + a
Group 13: Compressor Battery Operator.	29.30	20.50 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	28.16	20.50 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	27.75	20.50 + a
Group 16: Maintenance Engineer/Oiler	27.10	20.50 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.41	20.50 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	28.99	20.50 + a

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**NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----Last updated 9/3/2010----

20) Lineman, Cable Splicer, Dynamite Man	44.36	3% + 13.70
21) Heavy Equipment Operator	39.92	3% + 13.70
22) Equipment Operator, Tractor Trailer Driver, Material Men	37.71	3% + 13.70
23) Driver Groundmen	33.27	3% + 13.70

----LINE CONSTRUCTION----Last updated 4/17/09----

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24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

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Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

- Crane with 150 ft. boom (including jib) - \$1.50 extra
- Crane with 200 ft. boom (including jib) - \$2.50 extra
- Crane with 250 ft. boom (including jib) - \$5.00 extra
- Crane with 300 ft. boom (including jib) - \$7.00 extra
- Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

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Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

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